

WEDNESDAY, JULY 1, 1891.

SIX DOLLARS
PER QUARTER

Intimations.

"CAMPHYIENE"

A NEW DISINFECTANT GERMICIDE,
INSECTICIDE, AND ANTIMICROBE.

A powerful and effective non-poisonous and non-corrosive Disinfectant, use in Sick Rooms, for fumigating Cloth, Bed Linen, &c. and for general use as an agreeable indoor Disinfectant for Closets, Lobbies, Stairs, &c. It has a pleasant smell and is similar to Camphor as regards its power of evaporation. The warmer the weather & climate the more effective is its action.

Prevents Moth in Clothes, Furs, Carpets, &c. Drives away Flies, Mosquitoes, and other Insects.

Campphyiene to suit its various uses is manufactured in several forms viz.—Balls, Solid Blocks, and Powder.

The Balls and Solid Blocks are Sold in Tins at 50 Cents, \$1, \$1.50 and \$2 each. The Powder in Tins at 50 Cents, \$1 and \$1.50 each. The largest sizes are the cheapest in proportion.

J. S. WATSON & CO., LTD.

CHEMISTS BY APPOINTMENT.

Sole Agents for

CHINA, AND MANILA.

ESTABLISHMENTS.

CO., LIMITED.

ACV, SHANGHAI,

and.

ILA,

ata.

DISPENSARY, CANTON,

Canal Road.

THE DISPENSARY, FOOCHEW.

THE DISPENSARY, HANKOW.

THE DISPENSARY, TIENTSIN.

LONDON OFFICE,

8, Fenchurch Buildings, E.C.

THE HONGKONG DISPENSARY,

27th April, 1891.

[633]

THE INSTITUTION OF ENGINEERS,
AND SHIPBUILDERS OF HONGKONG
INCORPORATED, 1861.

NOTICE.

A GENERAL MEETING of the MEMBERS of this Institution is convened in accordance with the Company's Ordinance of 1861 to 1862, to be held on the Evening of WEDNESDAY, the 8th day of July, 1891, at the Rooms No. 16, Praya Central, at 8.30 p.m.

The further business to be put before the Meeting will be the Committee's Report on the progress of the Institution to date.

Though the business is confined to Members solely, the presence, of all Engineers interested will be cordially welcomed by the Committee.

W. H. WALKER,
Secretary.

16, Praya.

Hongkong, 25th June, 1891.

[633]

THE HONGKONG ELECTRIC COMPANY,
LIMITED.

NOTICE is hereby given that the SECOND ORDINARY GENERAL MEETING of SHAREHOLDERS in the above Company, will be held at the Hongkong Hotel, on SATURDAY, the 11th July, 1891, for the purpose of presenting the Report of the Directors, together with a statement of accounts to 30th April, 1891, and electing Directors and Auditors.

The TRANSFER BOOKS of the Company will be CLOSED from the 26th June to 11th July, both days inclusive.

By Order of the Board of Directors.

CHAS. V. HARTON,

Managing Secretary.

Hongkong, 25th June, 1891.

[633]

NOTICE.

NOTICE is hereby given that the PARTNERSHIP of the FIRM of BURSELL & CO. have accepted the ASSIGNMENT of the New York of all their Assets, and Effects wherever situated, and that all Creditors of the Firm will be paid in full.

By Order of the Board of Directors.

CHAS. V. HARTON,

Managing Secretary.

Hongkong, 25th June, 1891.

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By Order of the Board of Directors.

CHAS. V. HARTON,

Managing Secretary.

Hongkong, 25th June, 1891.

[633]

Intimations.

KELLY & WALSH, LTD.

HAVE RECEIVED PER S.S. "AJAX" FRESH SUPPLIES OF

KINNEY'S

STRAIGHT CUT CIGARETTES

AND

SWEET CAPORALS

AND A NEW STOCK OF

AMERICAN SQUEEZERS

PLAIN AND GILT EDGED.

KELLY & WALSH, LIMITED,

QUEEN'S ROAD CENTRAL, HONGKONG.

Hongkong, 26th June, 1891.

W. POWELL & CO.

FILTERS.

FILTERS.

FILTERS.

STONE and GLASS WATER FILTERS, all sizes.

W. POWELL & CO.

Hongkong, 27th June, 1891.

W. BREWER

HAS JUST RECEIVED

CRICKET by W. G. Grace.

Athletics by Griffin.

Crofton's Overland Route of America.

British Empire by Mickiejohn.

Scots Postage Stamp Albums.

Large quantity of New Cheap Literature.

Arnold's Light of Asia.

Stylographic Kens:
Newscuttings Albums, Scrap Books,
Lancasters, & and Cameras.

New Stock of Demon Tennis Racquets.

Myrtle Grove Tobacco.

Three Castles Tobacco.

Whatman's Drawing Paper.

W. BREWER,

UNDER HONGKONG HOTEL

Hongkong, 1st July, 1891.

CRUICKSHANK & CO., LTD.

FAMILY AND DISPENSING CHEMISTS.

AND
Commission Agents.

REFRESHING AND COOLING DRINKS FOR THE HOT WEATHER.

PURE FRUIT JUICES.

Lemon, Raspberry, Strawberry, Apple and Pear, &c., &c.

Rose's Raspberry Vinegar, Montserrat Lime Juice, and Limes Juice Cordial.

GRANULAR RASPBERRY CITRATE.

(Victoria Extravagant Salts—The universal Blood Purifier).

All requisite Medicines for the "DOG," Mange Lotion, Worm Powders, Carbonic Soap, &c., &c.

JAPAN VELVETEEN PERFUMES AND SOAP, ORIZA PERFUMES SOLID.

Hongkong, 26th May, 1891.

[17]

W. BREWER, MACGREGOR & CO., LTD.

WINE AND SPIRIT MERCHANTS.

Hongkong, 15, Queen's Road.

CHAMPAGNES (best brands).

PORTS (Sandeman & Co.)

SHERRIES (Gonzales, Byass & Co.)

HOCKS (Dinahard & Co.)

Spirits, Ales and Souts of the very best qualities.

Agencies in all the principal ports of China and Japan.

Hongkong, 25th June, 1891.

[16]

LANE, CRAWFORD & CO.

HAVE NEW RECEIVED THEIR NEW STOCK OF

SUMMER HOSIERY

and

GENTLEMEN'S OUTFITTING SUNDRIES.

SUMMER TEXTURES in Undershirts, Pantaloons and Half-togs, London-made Shirts, New Long Cloth, Zephyr, Oxford and French Print Shirts, Collars, Handkerchiefs, Scarves, Ties and Cravats, Waterproof Coats, Ayrtons and Umbrellas. Men's Bathing Suits and Drawers, Athletic Drawers, Towels, Bath Gowns, Bath Blankets, Bath Gloves, Sun Umbrellas, Sun Hats, Straw Hats, Felt Hats, and Boots and Shoes.

Picky Hot Soap, Carbolic Soaps, Pear's Soap, Eau de Cologne, New Perfumes, Toilet Water, Lavender Water, Rowland's Kalydor, Dentifrice, Eau de Quinine, Hair Wash, &c., &c.

Calvina's Carbolic Powder, And Calamine for Softening Water.

LANE, CRAWFORD & CO.

Hongkong, 25th June, 1891.

[16]

ESTABLISHED 1871

MOUTRIE, ROBINSON & CO.

(From J. Broadwood & Son and Collard & Collard.)

PIANOS, ORGANS, MUSIC AND ALL KINDS OF MUSICAL INSTRUMENTS for Sale, HIRE, or

Purchase by easy MONTHLY PAYMENTS. Ship Pianos, Transposing Pianos, Old Pianos taken in exchange.

PIANO TUNING.

Once in two months \$15 per year.

Once a month and INCLUDING all repairs of a minor nature, and the 1st

keeping of the Piano in good order and condition \$15 per year.

REPAIRS and RE-BUILDING of Pianos, Organs, &c., &c. We have had 16 years extensive practical experience in China and all our TUNERS and REPAIRMEN have been trained in the best (Academy) in England. Estimates Free and Work Guaranteed.

MOUTRIE, ROBINSON & CO.

UNDER HONGKONG HOTEL

and at London, Shanghai, Hongkong, & Yokohama.

Hongkong, 25th June, 1891.

[16]

ROBERT LANG & CO.

NEW HATS.

BLACK, GREY AND BROWN FEATHERS.

NEW HAT RIBBONS.

NEW HAT LININGS.

DRUGS AND MEDICINES
LIMITED,
DISPENSING CHEMISTS, &c.
CHEMISTS AND AERATED WATER
MANUFACTURERS.

A REFRESHING WHOLESOME DRINK.

DAKIN'S
LEMON SQUASH.

A VERITABLE LEMON SQUASH
AERATED, COOLING, THIRST
QUENCHING.

PER DOZEN 50 CENTS.

[Telephone No. 60.]

Nos. 22 & 24, QUEEN'S ROAD CENTRAL
Hongkong, 4th May, 1891. [37]



BY APPOINTMENT.

A. S. WATSON & CO., LTD.
(ESTABLISHED A.D. 1841.)
HONGKONG.

WE invite attention to the following old
labeled Brandy, all of which are of ex-
cellent quality and good value for the money.
The same being specially selected by our
London House, and bought direct from the most
noted Shippers, are imported in wood and bottled
by ourselves, thus enabling us to supply the
best growths at moderate prices.

In ordering it is only necessary to state
the name and quantity of Wine or Spirit wanted,
and initial letter for quality desired.

Orders through Local Post or by Telegram
receive prompt attention.

PORTS. (For Invalids and general use.)

	Per Case	Per Box
A Alto Douro, good quality, Green Capsule	\$10	1.00
B Vintage, Superior quality, Red Capsule	12	1.10
C Fine Old Vintage, superior quality, Black Seal Capsule	14	1.25
D Very Fine Old Vintage, extra, superior, Violet Capsule (Old Bottled)	18	1.50

SHERRIES.

	Per Case	Per Case
A Delicate Pale Dry, dinner wine, Green Capsule	6	0.60
B Superior Pale Dry, dinner wine, Green Seal Capsule	7.50	0.75
C Manzanilla, Pale Natural Sherry, White Capsule	10	1.00
CC Superior Old Dry, Pale Natural Sherry, Red Seal Capsule	10	1.00
D Very Superior Old Pale Dry, choice old wine, White Seal Capsule	11	1.00
E Extra Superior Old Pale Dry, very finest quality, Black Seal Capsule (Old Bottled)	14	1.50

CLARETS.

	Per Case	Per Case
A Superior Breakfast Claret, Red Capsule	\$4	4.50
B St. Estephe, Red Capsule	4.50	5.00
C St. Julien	7	7.50
D La Rose	11	12.00

BRANDY.

	Per Case	Per Case
A Hennessy's Old Pale, Red Capsule	\$12	8.10
B Superior Very Old Cognac, Red Capsule	14	1.25
C Very Old Liqueur Cognac, Red Capsule	18	1.50
D Hennessy's Finest Very Old Liqueur Cognac, 1872 Vin- tage, Red Capsule	24	2.00

SCOTCH WHISKY.

	Per Case	Per Case
A Thorne's Blend, White Cap- sule	8	0.75
B Watson's Glenorchy Mellow Blend, Blue Capsule with Name and Trade Mark	8	0.75
C Watson's Abelour-Glenlivet, Red Capsule, with Name and Trade Mark	8	0.75
D Watson's H K D Blend of the Finest Scotch Malt Whiskies, Violet Capsule	10	1.00
E Watson's Very Old Liqueur Scotch Whisky, Gold Capsule	12	1.00

IRISH WHISKY.

	Per Case	Per Case
A John Jameson's Old, Green Capsule	8	0.75
B John Jameson's Fine Old, Green Capsule	10	1.00
C John Jameson's Very Fine Old, Green Capsule	12	1.10
D GENUINE BOURBON WHISKY, finest, Red Capsule, with Name	10	1.00

GIN.

	Per Case	Per Case
A Fine Old Tom, White Capsule	4.50	0.40
B Fine, Unsweetened, White Capsule	4.50	0.40
C Fine A. V. H. Geneva	5.25	0.50

RUM.

	Per Case	Per Case
A Finest Old Jamaica, Violet Capsule	12	1.00
B Good Lowland Island	\$1.50	per Gallon

LIQUEURS.

	Per Case	Per Case
Benedictine	Maraschino	
Curaçao	Herrig's Cherry Cordial	
Chartreuse	Dr. Siegent's Angostura Bitters, &c.	

51

DEATH.

On the 30th June, rather suddenly, at The
Haystack, on the Peak Road, DAVID McCULLOCK
aged 51 years.

TELEGRAMS.

LORD SALISBURY AND THE EMPIRE
TRADE LEAGUE.
LONDON, June 29th.

The Prime Minister, in replying to a deputa-
tion of the Empire Trade League, said that he
could not promise to abrogate treaties precluding
preferential trading relations with Great Britain
and the Colonies, but he hoped soon to be able
to mitigate the evil.

THE REVOLT IN CHILI.

JUN 30. The Government troops at Coquimbo have
retreated, and eight hundred of them are now
retreating to Callao in order to join the forces
of General Balmaceda.

SOCIAL AND POLITICAL NEWS.

JUN 29. A meeting was held last night at the British
Consulate, at which the British Consul, Sir
G. S. Baden-Powell, M.P., and Professor
Dawson (Canada) are to be the British
Members on the Arbitration Board for the settlement
of the Bering Sea Fishery dispute.

The boundary is that of the
Sibuk River, to the South of Elphinstone
Province and Darvel Bay. Here the territories
of the British North Borneo Company and the
Dutch are contiguous, and the question of the
boundary (which is an old standing one) depends
upon the course of the river Sibuk. The
boundary at present is an approximate one from
a point some distance up the river. It is
contended that the map shows the Sibuk too
far to the North and that the line ought to start
from the mouth of the river. By late advices
from Borneo the *Egeria*, surveying ship has
visited the Sibuk River and spent some weeks
in surveying the neighbourhood.

THE BERING SEA DIFFICULTY.

Sir G. S. Baden-Powell, M.P., and Professor
Dawson (Canada) are to be the British
Members on the Arbitration Board for the settlement
of the Bering Sea Fishery dispute.

RECIPROCAL TREATIES OF COMMERCE.
Germany, Australia, Italy and Switzerland
intend to negotiate with a view to secure
reciprocal treaties of commerce.

A NEW PRESIDENT FOR CHILI.

JUN 29. Claudio Bicuna has been appointed Presi-
dent.

ILLNESS OF MR. SPURGEON.
The Revd. Mr. Spurgeon is seriously indis-
posed.

LOCAL AND GENERAL.

THE London Gazette of the 26th ult. notified
that the Queen had been pleased to approve, of
Mr. G. S. Hamel as Netherlands Consul-General
at Hongkong.

WE invite attention to the following old
labeled Brandy, all of which are of ex-
cellent quality and good value for the money.

The same being specially selected by our
London House, and bought direct from the most
noted Shippers, are imported in wood and bottled
by ourselves, thus enabling us to supply the
best growths at moderate prices.

In ordering it is only necessary to state
the name and quantity of Wine or Spirit wanted,
and initial letter for quality desired.

Orders through Local Post or by Telegram
receive prompt attention.

PORTS. (For Invalids and general use.)

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by ourselves, thus

Commercial.

LATEST QUOTATIONS.

Hongkong and Shanghai Bank, cum New Issue—105 per cent. premium, buyers.
Union Insurance Society of Canton—\$95 per share, buyers.
China Traders' Insurance Company—\$62 per share, buyers.
North China Insurance—Tls. 275 per share, buyers.
Canton Insurance Company, Limited—\$115 per share, sellers.
Wangpo Insurance Association—Tls. 72 per share.
Limited—Tls. 150
Company—\$305 per share—\$81 per share, stock Company—\$101
ers.
Cao Steamboat Co.—
Ship Company—105
y—\$131 per share,
ny—\$120 per share,
e per cent. Debentures
tion Company, Limited
nt, buyers.
pany—\$43 per share,
company, Limited—\$182
Company, Limited—\$86
y—\$80 per share, sellers.
Bakery Company, Limited—
m Co., Limited—\$7 per share.
Limited—\$20 per share,
buyers.
an of \$84 B—28 per cent.
ian of 184 C—5 per cent.
ian of 186 E—14 per cent.
Manufacturing Company,
and Laundry Co., Limited—
nominal.
Dua Samantan Mining Co.,
re, sellers.
ining Co., Limited—80 cents
e, Limited—\$9 per share,
ers.
old Mining Co., Limited—\$4
llers.
Kowloon Wharf and Godown
82 per share, buyers.
Mining Co.—\$300 per share,
g. High-Level Tramway Co.,
65 per share, buyers.
Co., Limited—\$50 per share,
-35 per share,
d—nominal.
ilding Company, Hera.
—\$15 per share,
ent Co., Limited—
-35 per share,
it Co., Limited—
o., Limited—\$5
-34 per share,
, Limited—\$25
For Port Darwin, Thursday Island Cooktown,
Townsville, Brisbane, Sydney, and Melbourne.
Per Hangchow to-morrow, the 2nd instant, at 8.30 A.M.
For Swatow.—Per *Fokien* to-morrow, the 2nd instant, at 11.30 A.M.
For Swatow and Shanghai.—Per *Castor* to-morrow, the 2nd instant, at 2.30 P.M.
For Amoy and Tamsui.—Per *Formosa* to-morrow, the 2nd instant, at 2.30 P.M.
For Amoy and Manila.—Per *Emeralda* to-morrow, the 2nd instant, at 3.30 P.M.

Trilis, German steamer, for Yokohama.
Swatow, British steamer, for Newchwang.
Arraton Apcar, British str., for Singapore, &c.
Edendale, British steamer, for Kuching.
DEPARTURES.

June 30. *Domar*, German steamer, for Swatow.
July 1. *Ours*, French steamer, for Saigon, &c.
July 1. *Delta*, British steamer, for Hollow, &c.
July 1. *Yakana*, German steamer, for Tewon.
July 1. *Devonport*, British steamer, for Yokohama, &c.
July 1. *Swatow*, British str., for Newchwang.
July 1. *Trilis*, German steamer, for Yokohama.
July 1. *Arraton Apcar*, British steamer, for Singapore, &c.
July 1. *Solant*, French str., for Shanghai, &c.
July 1. *Don Yuan*, Spanish str., for Amoy, &c.
July 1. *Yikang*, British steamer, for Amoy, &c.
July 1. *Edendale*, British str., for Kuching.
July 1. *Kusun*, Chinese str., for Whampoa.
July 1. *Chesoo*, British steamer, for Chefoo.

PASSENGERS—ARRIVALS.

Per *Glenlyon*, str., from Singapore, &c.—400 Chinese.
Per *Ningpo*, str., from Shanghai.—17 Chinese.
Per *Hafibonk*, str., from Foochow.—4 Chinese.

DEPARTED.

Per *Oxus*, str., from Hongkong for Marcellis—Miss Doley, Messrs. D. S. Ruben, J. Krems, E. Ortiz, C. Franklin, R. R. Jukes, M. Mees, J. Ribeiro, S. P. Head, and Rummels.
From Yokohama for Singapore.—Mr. Carroll.
For Marcellis—Messrs. Jaluzot, Ganth, Gay, and Anceaux.
From Shanghai for Saigon.—
Messrs. F. M. La Gungan, F. R. Moirau, and 22 sailors.
For Singapore.—Mr. D. E. Fulton.
For Marcellis—Messrs. Albert Brousse and W. G. Gordon.

Per *Empress of India*, str., for Shanghai.—
Mr. and Mrs. H. Heyn, Miss Young, Le Comte Geiza de Magdala, Messrs. C. Ewens, F. Lemke, G. G. Munro, Ng Chow Fouk, and G. H. Wheeler.
For Kobe—Messrs. M. Byrne, S. J. Allen, E. G. Lovett, W. H. Gill, and John Cropper.
For Yokohama.—Mrs. Silberstein and (2) Mr. Silberstein, Mr. and Mrs. C. Hirst, Captain Robinson, Messrs. F. L. Lloyd, R. P. Robinson, R. E. W. Thorburn, F. Walker, and E. G. Young.
For Hamilton—Miss Grant.

For Port Townsend—Mr. and Mrs. Ng Soon and daughter.
For Vancouver.—Mr. D. E. Campbell.
For Victoria—Mr. and Mrs. Chu Lai and daughter, Mrs. Chan Men, Mrs. Wong You and girl, and 423 Chinese.
For San Francisco.—Mr. and Miss Durand, Colonial Skinner, and Mr. Williams.
For London—Hon. W. M. Dean, C. M. G., Rev. H. E. Taverne, Messrs. F. E. Nichol, W. A. Keay, J. C. Grant Wilson, G. M. Wheeler, and S. J. Douglas.

REPORTS.

The British steamship *Chesoo* reports that she left Chefoo on the 24th ultimo. Experienced moderate south-west winds and fine weather throughout.

The British steamship *Bengalee* reports that she left Kobe on the 24th ultimo. Had fine weather and moderate south-south-west and south-west winds all the way.

The British steamship *Glenlyon* reports that she left London, via Singapore on the 25th ultimo. Had south-west monsoon to 13 north; thence to port had fresh north-east monsoon.

The British steamship *Guy Manning* reports that she left New York on the 7th May. Had moderate north-easterly winds, nearly all the way up from Singapore, thence had light south-west monsoon.

The British steamship *Halfpenny* reports that she left Fochow on the 26th ultimo. Had moderate south-west winds and cloudy weather. Experienced moderate south-west to south-east winds and fine weather to port. In Foochow the steamships *Arlie*, *Paking*, and *Tsinga*.

NOTICE.

HONGKONG & WHAMPOA DOCK COMPANY, LIMITED.

SHIPMASTERS AND ENGINEERS

are respectfully informed that, if upon their arrival in this HARBOUR, the use of the COMPANY'S FOREMEN should be at hand.

ORDERS FOR REPAIRS, if sent to the HEAD OFFICE, No. 14, Praya Central, will receive prompt attention.

In the event of complaints being found necessary, communication with the Undersigned is requested, when immediate steps will be taken to rectify the cause of dissatisfaction.

D. GILLIES
Secretary.

Hongkong, 18th June, 1891.

G. FALCONER & CO., WATCH AND CHRONOMETER MANUFACTURERS AND JEWELLERS, NAUTICAL INSTRUMENTS, CHARTS AND BOOKS.

No. 48, Queen's Road Central.

THE NATIONAL BANK OF CHINA, LIMITED.

NOTICE TO SHAREHOLDERS.

PENDING the arrival of the Acting Manager

and the Completion of the Bank's Per-

manent Offices, the PAYMENT of the SECOND

CALL of 1/2 per Share has been POSTPONED

until FRIDAY, the 1st July, 1891.

By Order of the Board of Directors.

L. DOWNES.

Hongkong, 18th June, 1891.

DENTISTRY.

FIRST CLASS WORKMANSHIP

AND MODERATE FEES.

M. R. WONG TAI-FONG, Surgeon Dentist.

(Formerly articled Apprentice, and latterly

assistant to Dr. Rocken).

HAS REMOVED

TO THE MARINE HOUSE,

Queen's Road, (next to the Telegraph Companies).

CONSULTATION FREE.

Hongkong, 7th March 1891.

NOTICE.

GRIFFITH'S PHOTOGRAPHIC ROOMS

1, Ice House Road are suitably lighted to

produce all styles of Portraiture in any weather.

CABINETS from \$4 a dozen.

CARTES DE VISITE from \$1 a dozen.

LIFE SIZED BUSTS in Colour, or Black & White.

IVORY MINIATURES, &c., &c.

NEW VIEWS OF HONGKONG and the

Coast Ports are always ready.

Hongkong, 24th September, 1891.

NOTICE.

EPILEPSY.

Buileurs from cramps and nervous

debility are surely cured by an appro-

ved and absolutely unequalled method.

Treatment by letter. Send full account

of symptoms and address, inclosing

postage stamps for answer.

OFFICE, SANITAS

22, Boulevard de Strasbourg

PARIS.

E. L. WOODIN, Surgeon.

P. & G. H. W. Co.'s Office,

Montgomery, 20th June, 1891.

PROFESSIONAL.

DODWELL, CARLILL & CO.

Montgomery, 20th June, 1891.

GENERAL.

WATSON & CO. (LTD.),

Montgomery, 20th June, 1891.

PROFESSIONAL.

DODWELL, CARLILL & CO.

Montgomery, 20th June, 1891.

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WATSON & CO. (LTD.),

Montgomery, 20th June, 1891.

PROFESSIONAL.

DODWELL, CARLILL & CO.

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SUPREME COURT.

IN ORIGINAL JURISDICTION.
(Before Mr. E. J. Ackroyd, Acting Chief Justice).

June 25th.

A CHARTER PARTY CASE.

In the matter of the *Compania Asistica e Mexicana v. Lauts and Haeloop and others*. Mr. Leach, instructed by Messrs. Wootton and Deacon, was for the Company, and Mr. Francis, Q.C., instructed by Messrs. Johnson, Stokes, and Master, was for the defendants, who sought to reverse an order restraining them from obtaining certain money resting in the Bank.

Mr. Francis rehearsed the facts of the case at great length. Messrs. Lauts and Haeloop were a Swatow firm, who chartered the steamer *Independiente* from her owners. The Compania then sub-chartered it from Lauts and Haeloop, for the Mexico-Macao trade. In this sub-charter the ship was said to steam 9 knots an hour on 14 tons of coal per day, coal was to be provided by the Compania; and as security for payment of the charter money a sum of \$30,000 was deposited in the Hongkong and Shanghai Bank in the name of Messrs. Lauts and Rogge, agents in Hongkong for Lauts and Haeloop, thus becoming also stakeholders between the two parties to the charter. When the vessel arrived in Mexico the captain wanted \$1,000 for coal. The Compania refused to supply any more, saying that the words of the charter constituted a guarantee that the ship required only such coal for such voyages as therein stated. The other side denied that this was meant at all as a guarantee. But as the Compania refused to supply more coal, the vessel was detained in Mexico, and could not return until Lauts and Haeloop had supplied coal. Lauts and Haeloop then sought to obtain possession of the guarantee fund deposited in the Bank, and the Compania obtained an injunction against them. The writ of summons said that the Compania sought to recover \$30,000 from Lauts and Haeloop as damages for breach of the charter, with an account of all moneys in the Bank at the credit of Lauts and Rogge, defendants, having resumed control of the vessel and taken it out of the hands of sub-charterers when they supplied \$1,000 for coal in Mexico and sent the ship back. Mr. Francis maintained that the Compania had broken the charter in refusing to supply coal. Further, as the money in the Bank was in the name of Lauts and Rogge there was nothing to show any relationship between them and the Swatow firm, and consequently no claim on the money, which could only be paid by the Bank to Lauts and Rogge. The Compania had not shown how they could claim the money to be returned to them, and there never ought to have been any injunction. He now asked that the injunction be dissolved. He claimed that no case had been made out for the injunction, and that it had been obtained by deliberate suppression of material facts, which would prevent the granting of the injunction. The order was to restrain the Bank from paying to Lauts and Haeloop any money belonging to Lauts and Rogge, but no relationship between them had been proved to justify this injunction. An injunction against Lauts and Haeloop would have been sufficient, and was in fact all they could claim; the Bank was quite out of the transaction. Further, he maintained that no case had been made out for an injunction against any of the defendants. Injunctions were exceptional remedies, only granted in special cases to prevent irreparable damage to plaintiffs which could not be prevented in any other way. But this case could have been fully met by an ordinary action for damages, so that it was no case for an injunction. Plaintiffs could have obtained an order that Lauts and Haeloop should not be allowed to remove their property from the jurisdiction of the Court, and that would have sufficed. Again, the Compania claimed to have returned to them certain moneys in possession of Lauts and Rogge, but there was no statement as to what obligation or contract, if any, Lauts and Rogge were under with regard to those moneys. The money was security for the charter, and the Compania would have to show that the charter had been rescinded, and that they were entitled to it. Again, the Compania alleged that the ship had not fulfilled the conditions of the charter, so that they had suffered heavy loss; but even if that had been so, they would not be justified in refusing to pay the charter money for which this deposit was security; they ought to pay, and then recover by an action for damages. But the plaintiffs' agent refused to produce the charter party in Court when asked.

Mr. Leach—No, he did not refuse to produce it. Your Lordship asked me if I had got it, and I said I had not.

Mr. Francis—I submit that when your Lordship asked counsel if he has a document, it is deceitful and intended to mislead the court to say so.

Mr. Leach—I cannot understand a gentleman in the position of Mr. Francis making such a statement. Nobody but Mr. Francis would impinge such motives.

His Lordship said he had asked for the charter party, but could not impute any motives for not producing it.

Mr. Francis urged that it was the duty of counsel to afford the greatest possible light on a case—*subscribing* it, as was required of them. This charter party, in its 12th clause, distinctly stated that no guarantee of the ship's abilities was given by the firm. This gave the Compania the first section, which mentioned 14 tons of coal per day and 9 knots an hour, was merely a description of the vessel. But the Compania had not produced that, or mentioned this clause in their affidavit. It was wilful and deliberate suppression of material facts. The agent of the Compania (Mr. Vogel) did the same with the *Anglo*, as with the *Independiente*—got her to Mexico, and then refused to give her back, so that she could not get back.

Mr. Leach objected that Mr. Francis ought not to comment on the affidavit in this manner without reading it. He must say that Mr. Francis' experience of the practice and custom among barristers in England appeared to be of the remotest kind.

His Lordship thought the *Anglo* was not material to this case.

After a little further argument Mr. Francis quoted a number of charter party cases, and concluded his address.

Mr. Leach commenced by referring to the remarks of Mr. Francis, of which he wished to take no further notice as he treated them as beneath contempt.

His Lordship said it was painful to interfere in cases of this kind, in the heat of argument, remarks were often made which were repeated.

Mr. Francis then proceeded to meet the affirmations of Mr. Vogel. It had been alleged that the affidavit of Mr. Vogel contained statements that were false to his knowledge, as to the charter. But he urged that there was a construction to be put on the charter which does not affect his affidavit, and that even if false at all it was unintentionally so. Charter parties constantly contained statements as in this case, and it was a constant question whether such statements

were guarantees, warranties, or mere descriptions. Whatever might be the legal opinion of this charter, it was certain that 'tis a lay man clause I looked like a guarantee, and clause 12 implied an exception—that if clause 12 were not fulfilled, the defendant firm would not give any guarantee. The reason why the injunction was taken out against the Bank was that the money was nominally in Lauts and Rogge's name, but really Lauts and Haeloop's; and the Compania applied to the Bank to prevent it being paid out, and the Bank declined to take any notice; therefore the Bank was restrained by the injunction. After going through the facts, of this case, Mr. Leach repeated his contention that the defendants had broken the contract, and the injunction was justified.

At 2.30 p.m. his Lordship delivered judgment to the following effect:

This was a motion that the order of the Court of June 17th be discharged, and the injunction dissolved. The motion made on that day was to restrain defendants from receiving from the Bank any money of the account of Lauts and Rogge, and to restrain the Bank from paying any money out of that account to the defendants. That motion was made at the very last moment, and with respect to motions of this kind, and also applications for arrest of defendants, such as he had often had in chambers, judges of this Colony had also had to make similar observations about the late hour at which these applications were generally made—there might be some case in which the cause of action had arisen immediately before the application, but in other cases, where the parties made the application, in a hurried manner they must abide by the consequences. Many cases happened in which application for arrest of defendant, somewhat similar to this—though this was for the arrest of money—had been made, at the last moment, in the hope of extorting something from him, as he would rather pay than lose his passage. In this case a vessel was taken out of the hands of the plaintiffs on May 14th. On the 18th defendants took from the Bank the freight money to which they were entitled and although there was some correspondence up to the last moment the learned judge did not think plaintiff should have put off his application so late. The learned judge then read the affidavit of plaintiff, and proceeded to say that he had expressed some doubt previously as to whether the facts shown in the affidavit would justify the granting of an injunction. This was more in the nature of an attachment, and he supposed there were reasonable grounds for not proceeding under the preceding section (17) of the Act. The application was grounded not so much upon the damages, as in consequence of defendant having taken away the ship from plaintiff's control, and thus put an end to the charter party. This therefore was an action not only for damages for the failure to fulfil contract, but also for the return of certain moneys deposited by plaintiff against the contract. The writ of summons had been accordingly amended. His lordship said he had previously expressed doubt whether this was a case for an injunction, and this was more in the nature of an attachment, and he supposed there were reasonable grounds for not proceeding under the preceding section (17) of the Act. The application was grounded not so much upon the damages, as in consequence of defendant having taken away the ship from plaintiff's control, and thus put an end to the charter party. 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rascal was seen to throw us his arms. The tide was in our favour, the junks were unable to stem it, so we soon were out of sight. Peace was restored. Dinner was served, and we found our appetite not in the least affected by our recent narrow escape.

The moral of this is—Owners and captains look to your "Siders" and "Martins." Our captain had pleasantly informed us that arms and ammunition had been put on board when the ship was launched two years previously, but he had quite forgotten to examine them. This, I fear, is but too often the case. After recent piratical exploits on the China coast, still fresh in the memory of all, surely it behoves owners and captains of steamers to take ordinary precautions for protection. A few armed and determined men may accomplish a great deal against Chinese. Without arms the case were indeed hopeless. What might have been our fate had we been entirely helpless, and at the mercy of *banda* pirates—and they exist—I leave your readers to imagine.

CORRESPONDENCE.

[We do not necessarily endorse the opinions expressed by Correspondents in this column.]

THE SHARE BILL.

To the Editor of the "Hongkong Telegraph."

Sir,—I note the proposed "Share" Ordinance is still continuing to afford food for discussion, not only to the hungry and naked, so far as means are concerned, but to the hybrid of Hongkong Society. It is too refreshing, funny in this hot weather to find Mr. E. R. Belliss initiating "Tummy," and entering the gambling arena of Hongkong, as a moral guide, philosopher and friend, and joining hands with Mr. J. J. Kewick in a crusade against share speculation. What influence has induced these two, strategists to bury the hatchet and operate together remains to be seen. Does Mr. Belliss, despairing of getting into the Legislative Council, in any other way, want to gain over Misses Jardine, Matheson & Co., when Mr. J. J. Kewick gives us the prospect of taking a stern view of him?

This of course must be a matter of pure speculation at present but my recollection of Hongkong carries me back to a period when Mr. Belliss put in his first appearance in the colony, and from that time to the present, I know of nothing which particularly recommends him to play his present part—on the contrary. When the Hongkong, Canton and Macao Steam Boat Company was sought to be tied hand and foot and sold and delivered over to the world-be omniscient ones (Jardine, Matheson & Co.), who were the benchman who tried to do the deed? Why, our very own apostle of purity. And if Dame Rumour is to be believed there is no greater operator in Hongkong stocks than this world-be monitor. That some measure of reform is needed no one will deny, but for all that the drastic remedy proposed by the omniscient one is as ill-advised, as it is out of place, and it is solely because I for one object to the special pleading of Mr. Belliss' counsel in his recent letter as being such arrant humbug coming from the quarter it does, that I give vent to these words of protest.

Yours, etc.,

A VETERAN.

To the Editor of the "Hongkong Telegraph."

Sir,—In your report of the meeting of the Sanitary Board on Thursday Mr. Francis said to have appended a minute to the papers referring to the Tytan white-wash, which was used for publication—Mr. Deane said that he "did not think right for a member to write minutes of such a character." Part of the minute was therefore omitted. The Vice-President pointed out that the Board had asked the analyst a question and he had not answered it. The Board at its last meeting resolved to ask him what caused the whiteness of the water, and what remedy he would suggest, but both these points had overlooked.

Now, first as to the main point—the quality of the water. Dr. Ayres had to admit that it is not clear. He says the turbidity cannot be obviated. But the Hongkong Hotel, and countless hundreds of other establishments, manage to clear it. At least the Sanitary Board should provide house-holders with clear water, even if it is necessary to buy filters for them. Perhaps the Board has an arrangement with Messrs. Watson and Co. to boom the sale of their filters. But Dr. Ayres says further that the white substance is perfectly harmless. So it is a brick. So is soot. The bayonets put to the British Army are harmless. So are patent non-poisonous safety matches. So are dead dogs, if not too far gone. So is the *Victor Emanuel*. But all the same, we don't want such harmless things in our water. If the Sanitary Board cannot keep them out, it should resign its position and let a Chinaman try. But the Board, finding itself useless at this work, is ingenuously asking for further powers and wider control of things in general.

Again, as to what Mr. Francis wrote. Why should it not be published? Is the Sanitary Board a public body, or a secret cabal? It has more the appearance of a public affair, for a private agency would at least be able to obtain definite information. But if the Board is public, why is its business kept dark? Why is one of the people's representatives buried? Mr. Francis was kept in the Supreme Court, and could not come to speak out before the Board; so he did his best, or his worst as the case might be, by writing; and the Board in his absence jumped on him, so to speak. And the people are not to know what their representative says about a question that has become a standing disgrace to the Colony.

How are we to know that it was not the water that poisoned our Governor, and that it, and it alone is responsible for the Gambling Ordinance, in its present form, and the Sunday Labor Bill? Nine people out of ten in the Colony are complaining of illness just now. Why should we not put this down to the whitewash? The Board says calmly, "Death rate very satisfactory," and ignores the rate of sickness as long as it only causes suffering and loss. In fact, half of the members of the Board are in a position to enjoy this prevalence of sickness, for it is to their profit; while the other half of the members can calmly ignore it, being Government officials.

This suppression of facts is a serious matter. There is not much to choose between the *supraets* over and the *supraets* *sub*! Yet if Captain Deane were to be told to his face "You are a *lun*," he would probably be angry. So would Mr. Humphreys, and so would all those who agreed to nominate Mr. Francis and his minutes. And if a new paper accused them of lying, they would begin to mutter something about "libel actions," and so on, and at the very least they would sign their subscription—if it was their paper that dared to accuse them. But all the same they are deliberately deceiving the public. Mr. Humphreys on the day of election said he would do it. That was the burden of his lay, and he knew he could be that far candid with impunity. He said "Elect me, elect commercial men, we will keep things quiet, we will smother anything that we don't want to publish. Professional men are too apt to speak the truth and let nasty things out." We will not. We will let nothing out that looks unpleasant. That was the *perpet* of his remarks. If he had been in any other office than the *supraets* of 1879 in Hongkong, but because of the method adopted to introduce

perhaps he would not have dared to proclaim the public health, as he does now, of this Tytan chalk, "it is very satisfactory"; but if somebody else had written something different, he would have suppressed it. If that is not the meaning of his speech, let him explain himself; he needs it, for everybody understood him that way. And let Mr. Francis say what he wanted to say. If the Sanitary Board will not give him a chance, there are other ways of obtaining a hearing. As a voter, I demand to know the views of my representative.

I am, Sir,
Yours respectfully,
RATE-PAYER.

Hongkong, 27th June, 1891.

GOVERNOR DES VŒUX AND THE SUNDAY CARGO WORKING ORDINANCE.

To the Editor of the "Hongkong Telegraph."

Hongkong, 29th June, 1891.

Sir,—We shall be much obliged by your publishing the following correspondence:

Letter to Officer Administering the Government dated 10th June, 1891.

Letter to the Secretary of State for the Colonies dated 10th June, 1891.

Letter from the Colonial Secretary dated 13th June, 1891; and letter to the Colonial Secretary dated 17th June, 1891.

We understand that on 16th October last Lord Kantsford is a despatch to the Officer Administering the Government here suggested the insertion in all Government contracts of an extract of a provision that work under such contract shall not be carried out on Sunday except in very urgent cases and under special authority.

To this Despatch of the Right Honourable the Secretary of State for the Colonies Sir Wm. des Vœux appears to have replied on 26th February ultimo as follows:

"Instructions have been given to the Surveyor General that if future work under Government Contracts shall not be carried on Sunday except in very urgent cases and a special authority.

As these instructions were given by Mr. Fleming during my absence on your Lordship's suggestion, I feel bound to acquiesce in their remains in force. But I cannot say that I approve of them; for, without any adequate compensation, it is good, they will deprive labourers of a day's wages each week, labourers whose earnings are already scanty enough, and will enforce idleness in those who have no healthy means of recreation. There is usually a perceptible increase of police cases on the occasion of Chinese holidays, though the people are then provided with some occupation by their quasi-religion; observances, I anticipate, therefore, that there will be a marked increase of criminal offences if any considerable number of employers should follow the example set by the Government of enforcing the observance of a day which, in the case of the great majority of the population, has no sacred character; while, on the other hand, if other employers should not follow suit, it will be found that they will, *contra* *partem*, obtain a better class of labour than the Government, as holding out the prospect of more continuous employment."

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We are, dear Sir,

Your obedient servant,

(Signed) P. RYRIE.

T. H. WHITEHEAD.

Hongkong, 10th June, 1891.

His Excellency Major-General George Digby Barker, C.B., the Officer Administering the Government.

Sir,—We have the honor to hand your Excellency herein enclosed in triplicate a letter of to-day's date addressed by us to the Right Honorable the Secretary of State for the Colonies relating the disallowance of "The Sunday Cargo Working Ordinance No. 6 of 1891."

As the Ordinance, unless disallowed, is to take effect from the 1st August, next, we may be asked of you to forward this letter by to-morrow's mail if possible.

We have the honor to be, Sir,

Your Excellency's most obedient humble servant,

(Signed) W. M. GOODMAN.

Acting Colonial Secretary.

The Hon. P. Ryrie.

The Hon. T. H. Whitehead.

Hongkong, 10th June, 1891.

To the Right Honorable the Secretary of State for the Colonies, London.

MAY IT PLEASE YOUR LORDSHIP.—We, the undersigned, two of the Unofficial Members of the Legislative Council of Hongkong, have the honour to call your attention to an Ordinance passed by the Legislative Council on the 5th day of May last intituled "The Sunday Cargo Working Ordinance" No. 6 of 1891; to complain of the action of His Excellency the Governor, Sir G. W. des Vœux, in introducing and passing this Ordinance through the Council, without the knowledge of the members of Council or by the public, and to request that your Lordship will advise her most gracious Majesty to disallow the most gracious Majesty to disallow the Ordinance in question.

We have the honor to be, Sir,

Your Excellency's most obedient humble servant,

(Signed) P. RYRIE.

T. H. WHITEHEAD.

Hongkong, 10th June, 1891.

COLONIAL SECRETARY'S OFFICE.

Hongkong, 13th June, 1891.

GENTLEMEN.—I am directed by His Excellency the Officer Administering the Government to inform you that the Memorial addressed by you to the Secretary of State for the Colonies relative to the Sunday Cargo Working Ordinance and enclosed in your letter of the 10th instant was forwarded to Lord Kantsford the same day.

I have the honour to be, Gentlemen,

Your most obedient servant,

(Signed) W. M. GOODMAN.

Acting Colonial Secretary.

The Hon. P. Ryrie.

The Hon. T. H. Whitehead.

Hongkong, 13th June, 1891.

To the Right Honorable the Secretary of State for the Colonies, London.

THE SANITARY BOARD.

To the Editor of the "Hongkong Telegraph."

Sir,—In your report of the meeting of the Sanitary Board on Thursday Mr. Francis said to have appended a minute to the papers referring to the Tytan white-wash, which was used for publication—Mr. Deane said that he "did not think right for a member to write minutes of such a character." Part of the minute was therefore omitted. The Vice-President pointed out that the Board had asked the analyst a question and he had not answered it. The Board at its last meeting resolved to ask him what caused the whiteness of the water, and what remedy he would suggest, but both these points had overlooked.

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His Excellency the Governor is addressing the Council on the first reading is reported to have said:

"I am unable to-day to launch into the subject but I may just say the ventilation of this subject has received during the last few years has led me to the conclusion that a measure of this kind would have no appreciable effect on the trade of the port. Consequently I have felt that I should before I leave remove an injustice towards a deserving class of men. I trust I shall be able to go through this draft, and it will be published in the *Gazette* on Saturday."

On moving the second reading His Excellency is reported to have said:

"My desire is that having promised shortly after my return to the colony to a gentleman largely concerned in this matter that I would do my best before my departure to do what I consider an act of justice I felt bound, so long as the objections were not insuperable, to defer the publication to the utmost and not to go away until I had done so. I think very possibly experience may show the necessity of amendment, but I do think it would be a graceful act on the part of this Council to give them a plain and distinct answer in favor of the principle of this ordinance by passing it, even although it may not be altogether as complete or as perfect as it might be."

Your Lordship will note the grave inconsistency between the first of the above statements of His Excellency and his opinions expressed in despatches and in his speech to the Council on the 1st of June. Your Lordship will also perceive that it is not stated when or how it became clear to Sir G. W. des Vœux, des Vœux that the measure "would have no appreciable effect," that "no serious harm" would be done to anybody by the ordinance, and really the very lukewarm opposition made by the Chamber of Commerce seems to make that point very clear—that it would only be a graceful act on the part of this Council to give them a plain and distinct answer in favor of the principle of this ordinance by passing it, even although it may not be altogether as complete or as perfect as it might be."

Mr. Whyte is a man of discretion, and as he once wrote to Mr. Bibby, when conveying some promising news about the leaders in the levels from the Raub pit, "you know, I am not a man to be easily excited"; it is fair to assume that in this despatch he is a *discreet* of great importance, as indeed any one might easily see. The discovery has been made exactly on a line that holds out good promise of bulk, for the sinking is being done through the lode itself, if the shaft maintains its quality to any large extent, it will help a good deal to bring up the average of the next drift to something very satisfactory, even if the stone from the other "faces" of the Western lode now worked was not at once recovered its original grade.

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